

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

SMART COOKIE HOME ESSENTIALS INC.,

Plaintiff,

v.

THE PARTNERSHIPS AND  
UNINCORPORATED ASSOCIATIONS  
IDENTIFIED IN SCHEDULE "A",

No. 1:21-cv-1149

Hon. Rebecca R. Pallmeyer  
Mag. Beth W. Jantz

**PRELIMINARY INJUNCTION ORDER**

THIS CAUSE being before the Court on Plaintiff's Motion for Entry of a Preliminary Injunction Order against the defendants identified on Exhibit A attached hereto (collectively, the "Defendants") and the online marketplace accounts identified in Exhibit A attached hereto (the "Online Marketplace Accounts"), and this Court having considered the evidence before it hereby GRANTS Plaintiff's Motion in its entirety.

This Court further finds that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. "In the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state)." *Am. Bridal & Prom Indus. Ass'n v. P'ships & Unincorporated Ass'n Identified on Schedule A*, 192 F. Supp. 3d 924, 934 (N.D. Ill. 2016). In this case, Plaintiff has presented screenshot evidence that each Defendant Internet Store is reaching out to do business with Illinois

residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can purchase products and are likely to be confused by Defendants' unauthorized use of Plaintiff's registered BURGER MASTER trademark (the "BURGER MASTER Trademark").

This Court further finds that injunctive relief previously granted in the Temporary Restraining Order ("TRO") should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Plaintiff's previously granted Motion for a Temporary Restraining Order establishes that Plaintiff has a likelihood of success on the merits; that no adequate remedy at law exists; and that Plaintiff will suffer irreparable harm if the injunction is not granted.

Specifically, Plaintiff has proved a *prima facie* case of trademark infringement because (1) the BURGER MASTER Trademark is a distinctive mark and registered with the U.S. Patent and Trademark Office on the Principal Register; (2) Defendants are not licensed or authorized to use the BURGER MASTER Trademark; and (3) Defendants' use of the BURGER MASTER Trademark is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Plaintiff.

Plaintiff has also proved a *prima facie* case of copyright infringement because (1) Plaintiff owns copyright in the asserted copyrighted image at issue in this action (the "Burger Master Copyright"), for which U.S. copyright registration information is provided in Exhibit 2 to Plaintiff's Amended Complaint; and (2) Defendants' unauthorized copying of the Burger Master Copyright may be inferred here given the substantial similarity between the Burger Master Copyright and the images used by Defendants on the Defendant Internet Stores, and the fact that Defendants have had access to Plaintiff's Burger Master Copyright.

Furthermore, Defendants' continued and unauthorized use of the BURGER MASTER Trademark and the Burger Master Copyright irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such injury and, therefore, Plaintiff has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions. Accordingly, this Court orders that:

1. Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be temporarily enjoined and restrained, during the pendency of this action, from:
  - a. using Plaintiff's BURGER MASTER Trademark, or any reproductions, counterfeit copies or colorable imitations thereof, in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any products that are not a genuine products or otherwise authorized by Plaintiff;
  - b. passing off, inducing, or enabling others to sell or pass off any products as genuine BURGER MASTER products or any other products produced by Plaintiff, that are not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff;
  - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;

- d. further infringing Plaintiff's BURGER MASTER Trademark and damaging Plaintiff's goodwill;
- e. otherwise competing unfairly with Plaintiff in any manner;
- f. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, importing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear the BURGER MASTER Trademark, or any reproductions, counterfeit copies or colorable imitations thereof, including any product the packaging for which references the term "BURGER MASTER"; and
- g. using, linking to, transferring, or selling, the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defendants could continue to sell products under the BURGER MASTER Trademark or any colorable imitations of said trademark;
- h. reproducing, publicly displaying, distributing, or otherwise using the Burger Master Copyright in a manner allocated exclusively to the copyright owner under U.S. copyright law, including 17 U.S.C. § 101 *et seq.*

2. Each Defendant, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address; (b) all websites and online marketplace accounts on any platform that they own and/or operate; (c) their financial accounts, including all Alibaba, Amazon, eBay, Wish.com, and PayPal accounts; and (d) the steps taken by each Defendant to comply with Paragraphs 1(a) through (h), above.

3. Those in privity with Defendants, or any persons or entities in active concert or participation with Defendants, with actual notice of this Order, including any online marketplaces such as Amazon and Amazon Marketplace, PayPal, Inc., eBay, Wish.com, Alibaba Group Holding Ltd., Alipay.com Co., Ltd., and any other related Alibaba entities (collectively, “Alibaba”), shall within five (5) business days of receipt of this Order:

- a. disable the listing and cease displaying any advertisements used by or associated with Defendants listed in Exhibit A in connection with the sale of counterfeit and infringing goods using the BURGER MASTER Trademark;
- b. restrain and enjoin Defendants identified in Exhibit A from transferring, liquidating, converting, encumbering, pledging, loaning, selling, concealing, dissipating, disbursing, assigning, spending, withdrawing, granting a lien or security interest or other interest in, or otherwise disposing of any money or other assets owned or controlled by Defendants until further ordered by this Court; and
- c. maintain and preserve all funds and assets controlled by Defendants and not transfer or surrender such funds for any purpose without the express authorization of the Court.

4. Any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants’ online stores or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as Amazon Marketplace, eBay, Wish.com, and Alibaba; merchant account providers, including PayPal, Alibaba, and Western Union; third party processors and other payment processing service

providers; shippers; and importers; all of the foregoing constituting, collectively, the “Third Party Providers,” shall, within five (5) business days after receipt of such notice, provide to Plaintiff, without notice or any notification to the Defendants, expedited discovery, including copies of documents and records in such person’s or entity’s possession or control relating to:

- a. a full accounting of the monthly sales revenue for each of Defendants’ stores or Online Marketplace Accounts, as well as a full accounting of the amount of funds transferred in and out of the Online Marketplace Accounts each month;
- b. an accounting of the total funds restrained in each financial/payment processing account (including, but not limited to, each Amazon Payment account) controlled by or associated with each Defendant;
- c. the full list of names, addresses, email addresses, and IP addresses, of each person who registered, is listed in, has logged into, has used, or who is otherwise associated with the stores and associated financial/payment processing accounts of the Defendants listed in Exhibit A; and
- d. the full list of stores and associated financial/payment processing accounts opened, operated by, or at any time used by the individuals listed in (c).

5. Plaintiff may provide Notice of this Order to the Third Parties Providers through electronic mail, U.S. First Class Mail, or any private process server.

6. Plaintiff may provide notice of these proceedings to Defendants by electronically publishing a link to the Amended Complaint, this Order, and other pleadings and Orders filed or entered in this action, on a website, or by sending an e-mail to the e-mail addresses provided for Defendants by third-parties that includes a link to said website. The combination of providing

notice via electronic publication and e-mail, along with any notice that Defendants receive from Online Marketplace Accounts and payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

8. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this Court.

ENTER:

Dated: March 31, 2021

  
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Hon. Rebecca R. Pallmeyer  
U.S. District Court Judge

*SMART COOKIE HOME ESSENTIALS INC. v.  
THE PARTNERSHIPS AND UNINCORPORATED ASSOCS.  
IDENTIFIED IN SCHEDULE "A," Case No. 1:21-cv-1149(RRP)(BWJ)*

**Exhibit A**

<b>Doe #</b>	<b>Marketplace</b>	<b>Seller Name</b>	<b>Seller ID</b>	<b>Product ID</b>
1	Alibaba	Yiwu Dingyi E-Commerce Co., Ltd.	1dingyi	62192323956
2	Alibaba	Guangzhou Bolingyu Trading Co., Ltd.	borlinyu	1600114065280
3	Alibaba	Shanghai Desan Electronics Co., Ltd.	desankj	1600172722395
4	Alibaba	Chengdu Mazelen E-Commerce Co., Ltd.	easystore	1600112798760
5	Alibaba	E.R. CORNISH PTY LTD	ercpackaging.trustpass	62503044522
6	Alibaba	Shenzhen Muhuihuang Trade Co., Ltd.	muhuihuan	1600123603380
7	Alibaba	Henan Ocean Power Housewares Co., Ltd.	ocpo	62493386417
8	Alibaba	Ningbo Wellrich Imp & Exp Co., Ltd.	wellrich	62140486143
9	Alibaba	Guangzhou Yushengwan Electronic Commerce Co., Ltd.	yusheone	1600125288936
10	Aliexpress	HOT Good Store	2628007	1005001934771888
11	Aliexpress	4YANG Exquisite Life Store	2819028	1005001388429038
12	Aliexpress	Pop Dropshipping Store	3239100	1005001345219791
13	Aliexpress	U&I&relax Store	3244045	1005001960516508
14	Aliexpress	ONLOVE Store	3246082	1005001859975912
15	Aliexpress	VOGVIGO DIYBaking Store	4642003	1005001389016260
16	Aliexpress	Future b Store	4719002	1005002022498526
17	Aliexpress	decorating life Store	4992355	1005001322732112
18	Aliexpress	TETOU House Store	4993309	1005001335078400
19	Aliexpress	Clare Zita Kyra'S Store	4998234	1005001890736167
20	Aliexpress	GOOD LIFE TO U Store	5003498	1005001894275148
21	Aliexpress	Hom Supermarket Store	5005241	4001199676485
22	Aliexpress	TTLIFE funny Kitchen Store	5006072	1005001391976029
23	Aliexpress	Shenzhen Furnishing House Store	5038092	1005001335106772
24	Aliexpress	HomelyDecor Store	5076062	1005001319146287
25	Aliexpress	Joanna's Tool Store	5116046	1005001909873475
26	Aliexpress	MHORLX Store	5477101	1005001339144547
27	Aliexpress	Shop5568135 Store	5568135	1005001423416463

28	Aliexpress	MHORLX Legendary Store	5589332	1005001338972997
29	Aliexpress	Mintiml Life Store	5601200	4001191751825
30	Aliexpress	P-Home Store	5681045	1005001883275028
31	Aliexpress	KinDly JekHo ByBy Store	5764005	4001365859120
32	Aliexpress	Fantasy Enough Life Store	5783477	1005001354146416
33	Aliexpress	TrendyHome Store	5793224	1005001389257519
34	Aliexpress	Mintiml Friendly Store	5799430	4001165376478
35	Aliexpress	Dropshipper Following Store	5800418	1005001310839741
36	Aliexpress	Whole house Store	5869417	1005001895384352
37	Aliexpress	Dafa House Store	5870842	1005001942569504
38	Aliexpress	Shop5873713 Store	5873713	1005001319138520
39	Aliexpress	Life Dropshipping Store	5874816	1005001383438241
40	Aliexpress	Shop5877260 Store	5877260	1005001352777996
41	Aliexpress	We Need Store	5890655	4001258964276
42	Aliexpress	Beautiful-House Store	900248075	1005001395800603
43	Aliexpress	Shop910332331 Store	910332331	1005001381991995
44	Aliexpress	Shop910721175 Store	910721175	1005002011026662
45	Aliexpress	Sunest Store	910723111	1005001885038530
46	Aliexpress	Shop910742138 Store	910742138	1005001885102272
47	Aliexpress	Living homme Store	910749009	1005001883559280
48	Aliexpress	Shop910859004 Store	910859004	1005001888690817
49	Aliexpress	Good luck life Store	910923062	1005001888665933
50	Aliexpress	Vegetarian small meatballs Store	911060227	1005001959934372
51	Aliexpress	Weird Life No. 08 Store	911129048	1005001933553846
52	Aliexpress	Home-Supplies Store	911251315	1005001963605338
53	Amazon	jiaofafa	A1ISJLNMJCK1MK	B08GCLPMFH
54	Amazon	Petting pet shop every day	A1RW82UF991J8C	B08786WQXH
55	Amazon	yangmingkunkun	A26OKPW75WTGPJ	B08G19M876
55	Amazon	yangmingkunkun	A26OKPW75WTGPJ	B08G1BXMS2
56	Amazon	Feng Chenstor	A295RUSJT3R5H8	B08G1FBNSF
57	Amazon	Mingyi Department Store	A2QZSC23YMTNT6	B08G1K5YGK
58	Amazon	YYjjhd54e	A3JS6FHU6WV1Z7	B08G4GR6VZ
58	Amazon	YYjjhd54e	A3JS6FHU6WV1Z7	B08G444FFD
58	Amazon	YYjjhd54e	A3JS6FHU6WV1Z7	B08G4D98GN
59	Amazon	Brilliaire.LLC	A51I81KEWLSCT	B08G8HFFLJ
59	Amazon	Brilliaire.LLC	A51I81KEWLSCT	B08G898NTD
60	Amazon	cftaro	AIAF9253VNSVX	B08G8PP1HN
60	Amazon	cftaro	AIAF9253VNSVX	B08G8GWCP7
61	Amazon	JJDDMall	AZFD8H1AYBJH	B08G4WYYXP
61	Amazon	JJDDMall	AZFD8H1AYBJH	B08G4VZZKC
61	Amazon	JJDDMall	AZFD8H1AYBJH	B08G4W3NJ8
62	Amazon	Gebide Taishan	A2NLH4SHRY7TNM	B08G1DS75D
62	Amazon	Gebide Taishan	A2NLH4SHRY7TNM	B08G1F2P2C

63	Amazon	minquanchuyu	A2UNEM3I1TFEVR	B08G3T3GNL
64	Amazon	Bruishang	A2W0W6AJDVQUX3	B08NDSF4C8
65	Amazon	DISISINAAN	A212SB9JUBQU80	B08GKK6D7L
66	Amazon	ZKGOKYGS	AU1PGE2TQ1I2B	B08H5K7VYP
67	Amazon	xinzhoushixinfuquruijingjiajuyongpindian	A1028XTH1LW1IE	B08NCVKTQ6
68	Amazon	OUKEYI	A15M4ITLND4OWO	B08H8S8V7P
69	Amazon	kK Mm	A162SFR8XXOUZY	B0892B3KSK
70	Amazon	sourt	A1MDWHTBY131LKC	B08DJ1LYC2
71	Amazon	shen zhen shi xin zhi jia mao yi you xian gong si	A1RSLHC3EF9X2D	B08M97F76K
72	Amazon	Gorge-buy	A2B4T3CEV0ASOP	B08HK4VV8X
73	Amazon	Jane Firm	A2GZWPNIZ9MTEU	B08G8F593W
74	Amazon	WNAO	A2N22X5KZ3QK7I	B08G4M55CT
74	Amazon	WNAO	A2N22X5KZ3QK7I	B08G4DMRLJ
75	Amazon	GangHuishop	A2NED6XFVPI58S	B08G1NWMBZ
76	Amazon	Mingyi Department Store	A2QZSC23YMTNT6	B08G1K5YBK
77	Amazon	DODXIAOBEUL	A2XWTUF6CWHAV7	B085L64L3Q
78	Amazon	Hugee	A30UUG18J9LPS9	B08GJ568NM
79	Amazon	Geilihome	A34U0XBRQLP0G0	B087NMKLPG
80	Amazon	Artwork decoration	A370ZHHAG9SVII	B07H6CVX6K
80	Amazon	Artwork decoration	A370ZHHAG9SVII	B07H69ZVQL
81	Amazon	XunYuMi E-Commerce Co., Ltd	A377GS3LCU6JJD	B08NGCZ465
82	Amazon	WEIDO	A3IMG4GG0D63OC	B08GHZYMDR
83	Amazon	STYUJS	A3M0FO4EPS6O2O	B08G1QX5QV
83	Amazon	STYUJS	A3M0FO4EPS6O2O	B08G1PG787
84	Amazon	hyioa3#mmb1	A3VE9ZW8YVVXMQ	B08C2MY5L1
85	Amazon	lixianhanyu	A96964O6EK8KN	B08G1G8C8Q
86	Amazon	XinXiangBingZeShangMaoYoxuXianGongSi	AQ4SNIJI2SHX	B08GSRT5FN
87	Amazon	Jing Yu city	ATAROYMQVHPMC	B08G4W79P1
88	Amazon	Q living	AWUVACMEEP1SX	B07WZXRVWV
89	Amazon	FeiJiao1	AXJHGURQ2IXFC	B08GYF5ST7
89	Amazon	FeiJiao1	AXJHGURQ2IXFC	B08GY57C7D
90	DHgate	shinyyao	14195465	391954889
91	DHgate	houseclick_shop	21488171	571012438
92	eBay	lianxstore*v	lianxstore*v	224120861621
93	eBay	yu1789	yu1789	274463205759
94	eBay	shiningweddingdeals	shiningweddingdeals	124444703351
95	eBay	aquapina	aquapina	264838491474
96	eBay	avbak79	avbak79	293717989617
97	eBay	besttool2019	besttool2019	193781673054
98	eBay	camgamesales	camgamesales	184540830667
99	eBay	chenji_6750	chenji_6750	124304488660
100	eBay	dreamhouse2019	dreamhouse2019	293698554945
101	eBay	electronicsstyle	electronicsstyle	114525470913
102	eBay	fashionf2018	fashionf2018	174431586542

103	eBay	gardensupplies_online17	gardensupplies_online17	324267560127
104	eBay	jingtanimall	jingtanimall	392911178559
105	eBay	jttqz64	jttqz64	133527190338
106	eBay	liuy_9	liuy_9	373166407628
107	eBay	loviver_us	loviver_us	402369423570
108	eBay	lynlynseven	lynlynseven	233691786553
109	eBay	motorsdeals_sfc	motorsdeals_sfc	383767338883
110	eBay	notebook.edge	notebook.edge	233686894904
111	eBay	preperfect123	preperfect123	174543684140
112	eBay	qinso-60	qinso-60	313185889647
113	eBay	sz15-52	sz15-52	133613974927
114	eBay	vulm9662	vulm9662	402379673719
115	eBay	wojiaonline	wojiaonline	184540851154
116	eBay	xiaokisuntek	xiaokisuntek	133498291807
117	Shopify	ILSAL	ilsalhome.com	burger-master-innovative-burger-press
118	Shopify	Newestrends	newestrends.com	burger-master-innovative-burger-press
119	Wish	sunnyfly	56613fd4674e7c585ff6e39b	5fd46bf370e009b2de63a1cb
120	Wish	Nichkhun	57ff5263381bde31b178a255	5f4723d396ad19003860bc97
121	Wish	The Simple Time	58201e17797f231c60c246ac	5f6d5b5342b30500406e6ae2
122	Wish	trs2017	589fdb56d12cac4fe5061b29	58e1cbd6f3bc9c55939b60f8
123	Wish	LILI E-CO	58b95bce1d7aec504f27315b	5f460ef744a592003ade2409
124	Wish	zhaoxiaojiededianpu	59292f01ff46145c81f5ebe6	5f3a650c6568199c3dc77dec
125	Wish	2015huanduo	5971f1683299647c99d2114c	5f44d39a29316d0047d7fdae
126	Wish	Wnagwang Biscuits	5b63b06960b09f12e1a5bdc2	5f4723d6db371e003a7e6886
127	Wish	niuniushougong	5b73c19ac381d8151c1866e3	5fe19d4b9b284059d1075817
128	Wish	pygirl08	5b90e71ead78663287db6946	5f44d39bf2e74f1274778a52
129	Wish	donStanleyLbEs	5d406dcf72b0c92992768322	5fd44359479c1a4d325f4870
130	Wish	TurboYuan	5d4427ff72b0c963a3d12f79	5eea255a2bc6be01e64089ac
131	Wish	QUchengcheng	5d790e4dd1f41b6bcb5f6956	5f460b3e7556220050823a1f
132	Wish	ZX_online store	5da422f65d73453881f4ca5e	5f6c104197e2520042617aae
133	Wish	HURONGRONGDD	5db92b93233b120800fe5e33	5f72e8741fdfce1682f87803
134	Wish	White Petrel Shop	5dc686428218aa0dc064a3b1	5f4723e152466c004ff377c7

<b>135</b>	Wish	Yellow Azalea Shop	5dc68e94f34ff51665e05962	5f472402720fa6004be30c66
<b>136</b>	Wish	Hami melon Shop	5dce22708b4e8e138080c603	5f4723f0df871b003e70e3f6
<b>137</b>	Wish	ZJFNB	5de4a013b69679989c1222a1	5f460bab37b9ac003eea5391
<b>138</b>	Wish	ZHANGJUENX	5de745f03bc4b31181f39e73	5fd44cbb90b5775f246c8850
<b>139</b>	Wish	FHFTHT345	5e48f23c6e41073b0b4ab861	5fd4845189bfcfd4020a11ae
<b>140</b>	Wish	QWUJ WEUR	5e4cc1eb2d835dc300e2e4a6	5fd442714753d8471917c6f1
<b>141</b>	Wish	se3777998	5e9ea261155fbb8f385afbea	5fd48448bf1f85d6eca51d9d
<b>142</b>	Wish	LelianyamMz	5ea17d326cf7c886118f5b74	5fd6dbf6b3ceea07154da9a9
<b>143</b>	Wish	tllx	5ebb846662b43f528528c034	5fd6eeeeed6b0130894597b
<b>144</b>	Wish	Brite Enterprises	5ee9f31fa812ce4cf375c63b	5f7b28d6795c60a03f10cf8
<b>145</b>	Wish	bingliL968785	5f05a4d856eca4be28503a4d	5f3a4fac1f48d9448f780446